



**NORFOLK  
SOUTHERN**

2-024A012

Norfolk Southern Corporation  
Law Department  
Three Commercial Place  
Norfolk, Virginia 23510-2191

RECORDED NO 15786-B  
J. Gary Lane  
Senior General Attorney

Writer's Direct Dial Number

(804) 629-2818

JAN 24 1992 -10 20 AM

INTERSTATE COMMERCE COMMISSION

January 22, 1992

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D. C. 20423

Dear Mr. Strickland:

In accordance with 49 U.S.C. § 11303 and the Commission's Rules, I submit herewith for recording with the Commission six (6) counterparts, properly executed and acknowledged, of the document described below.

This document is a Supplemental Agreement, a secondary document, dated as of January 1, 1992. The primary document to which this is connected is recorded under Recordation No. 15786.

The names and addresses of the parties to the secondary document are as follows:

LESSOR/TRUSTEE:	Mercantile-Safe Deposit and Trust Company Two Hopkins PLaza Baltimore, Maryland 23201
LESSEE/GUARANTOR:	Triple Crown Services, Inc. Three Commercial Place Norfolk, Virginia 23510
GUARANTOR:	Norfolk and Western Railway Company Three Commercial Place Norfolk, Virginia 23510

The equipment covered by the document is generally described as follows:

Counterparts - Melinda Casillo

JAN 24 10 15 AM '92  
MOTOR OPERATING UNIT

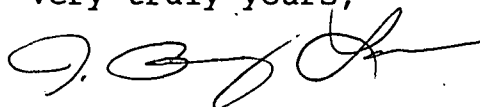
<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Road Numbers (both inclusive)</u>
400	Detachable Bogies (Wheel Trucks) for use in connection with Mark V Highway/Rail Trailers	---	TCSR 3000-3399, inclusive

A fee of \$16.00 is enclosed. Please return five of the original counterparts of the document, stamped with the Commission's recordation data, to J. Gary Lane, Norfolk Southern Corporation, Three Commercial Place, Norfolk, Virginia 23510.

A short summary of the document to appear in the index follows:

Supplemental Agreement dated as of January 1, 1992, to supplement an Equipment Trust Agreement with Recordation No. 15786, dated August 15, 1988, and covering 400 detachable bogies (wheel trucks) numbered TCSR 3000-3399, inclusive.

Very truly yours,



J. Gary Lane

JGL/jad

Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

1/24/92

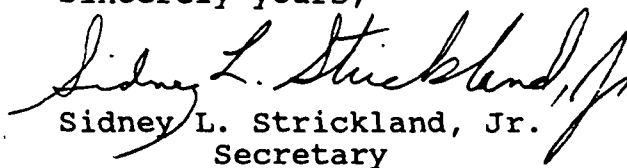
OFFICE OF THE SECRETARY

J. Gary Lane  
Senior General Attorney  
Norfolk Southern Corporation  
Law Department  
Three Commercial Place  
Norfolk, VA. 23510-2191

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/24/92 at 10:20AM , and assigned recordation number(s). 15786-B.

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

RECORDATION NO 15786-13  
JAN 24 1992 -10 20 AM  
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT is made and entered into as of January 1, 1992, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, as trustee (the "Trustee"), TRIPLE CROWN SERVICES, INC., an Oklahoma corporation (the "Company"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation (the "Guarantor");

WITNESSETH THAT:

WHEREAS, TRIPLE CROWN SERVICES EQUIPMENT TRUST, SERIES B" was created pursuant to an Equipment Trust Agreement dated as of August 15, 1988, among the Trustee, the Company and the Guarantor, which was amended and supplemented by a Supplemental Agreement dated as of August 15, 1988, among the Trustee, the Company and the Guarantor (such agreement, as amended and supplemented, is referred to herein as the "Trust Agreement");

WHEREAS, the Trust Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C § 11303 and was assigned recordation number 15786;

WHEREAS, pursuant to the Trust Agreement, the Trustee has leased to the Company certain equipment as defined in the Trust Agreement (the "Equipment") upon certain terms and conditions;

WHEREAS, the Company has purchased from TTX Company the items of equipment identified in Section 1 below which items are used in connection with the Equipment presently leased to the Company pursuant to the Trust Agreement;

WHEREAS, Section 4.9 of the Trust Agreement provides that, upon the filing with the Trustee of appropriate documents, any Replacement Funds, as defined therein, may be applied to the purchase of additional units of Equipment, in an amount not exceeding the lesser of the Cost or Fair Value, as defined therein, of such additional Equipment; and

WHEREAS, the Company, in compliance with the requirements of Section 4.9 of the Trust Agreement, now proposes to cause to be sold, assigned and transferred to the Trustee the additional units of equipment identified in Section 1 below which shall become subject to the Trust Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties agree as follows:

1. Schedule I to the Trust Agreement is hereby amended to include therein the following additional units of Trust Equipment:

<u>Description</u>	<u>Identifying Numbers</u>
Four Hundred (400) Detachable Bogies (Wheel Trucks) for use in connection with Mark V Highway/Rail Trailers	TCSR 3000-3399, both inclusive

2. As provided in Section 4.9 of the Trust Agreement, if the Cost or Fair Value (whichever is the lesser) of the additional units of Trust Equipment identified in Section 1 above shall be in excess of the Replacement Funds, then such excess (less depreciation thereof as provided in Section 4.9 of the Trust Agreement) shall constitute a credit toward any further replacement of any Trust Equipment. For purposes of the Trust Agreement and this Supplemental Agreement, it is acknowledged that the units of additional Trust Equipment identified in Section 1 above were purchased by the Company effective March 1, 1991, at a cost to the Company of \$10,650.00 per unit. The "Cost" of each such unit shall be \$10,650.00 less depreciation (calculated in the manner provided in the definition of "Fair Value" under the Trust Agreement) for the period from March 1, 1991, through the date that such unit is sold and transferred to the Trustee hereunder.

3. The Company shall cause this Supplemental Agreement to be recorded promptly with the Interstate Commerce Commission in accordance with the provisions of Section 6.5 of the Trust Agreement.

4. This Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute a single instrument.

5. The Trust Equipment described in Section 1 above shall be subject to all the terms and conditions set forth in the Trust Agreement as fully as if such terms and conditions were set forth in this Supplemental Agreement, and the Trust Agreement shall be deemed to be supplemented so as to include the Trust Equipment so described from and after the date hereof. Except as modified by this Supplemental Agreement, all terms, covenants and provisions of the Trust Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Company, the Guarantor and the Trustee have caused this instrument to be signed and acknowledged by their authorized officers as of the dated first written above.

TRIPLE CROWN SERVICES INC:

By:  Vice President

NORFOLK AND WESTERN RAILWAY COMPANY

By:  Vice President

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Trustee

By:  Vice President

COMMONWEALTH OF VIRGINIA   )  
   ) ss.:  
 CITY OF NORFOLK               )

On this 16<sup>th</sup> day of January, 1992, before me, a Notary Public, personally appeared Norman G. Heller, to me personally known, who, being by me duly sworn, says he is a Vice President of TRIPLE CROWN SERVICES, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jeanie B. Davis  
 Notary Public

My commission expires:  
5-29-95

COMMONWEALTH OF VIRGINIA   )  
   ) ss.:  
 CITY OF NORFOLK               )

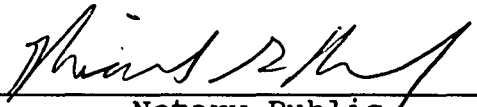
On this               day of               , 1992, before me, a Notary Public, personally appeared S. C. Tobias, to me personally known, who, being by me duly sworn, says he is a Vice President of NORFOLK AND WESTERN RAILWAY COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jeanie B. Davis  
 Notary Public

My commission expires:  
5-29-95

STATE OF MARYLAND                    )  
   ) ss.:  
 CITY OF BALTIMORE                    )

On this 21<sup>ST</sup> day of JANUARY, 1992, before me, a Notary Public, personally appeared John M. Mitchell, to me personally known, who, being by me duly sworn, says he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
 \_\_\_\_\_  
 Notary Public

My commission expires: OCT 22 1994